

**Important Information**

- a) The Group Travel Insurance - Domestic Policy is valid only for Kingfisher Airlines' Customers.
- b) The Group Travel Insurance - Domestic Policy (the "Policy") has been underwritten by ICICI Lombard General Insurance Company Limited (the "Insurer")
- c) Each party shall be liable and responsible only towards the services rendered by it
- d) The Insurance Cover will be valid from the date of commencement of the trip till the date of return to the usual city of residence or 30 days from the date of commencement of trip, whichever is earlier
- e) The Group Travel Insurance - Domestic Policy/Certificate of Insurance is valid only for the age group of 1 to 70 years
- f) The *Insurer* shall settle all eligible claims of the passengers enrolled under the Policy/Certificate of Insurance ("Insured Person(s)") in accordance with the Policy/Certificate of Insurance terms and conditions
- g) Kingfisher Airlines is only the Policyholder and is not liable for payment of any claims of the Insured Person(s) under the Policy/Certificate of Insurance. In the event of any claim, all correspondence by the claimant should be with ICICI Lombard (Insurer) and not with Kingfisher Airlines

**Contact the ICICI Lombard 24hr Help Line number for assistance and registering your claim:**

**Tel. : 1800 2 666 (Toll-Free and accessible only in India )**

**E-mail : [customersupport@icicilombard.com](mailto:customersupport@icicilombard.com)**

## PART II OF THE SCHEDULE

### DEFINITIONS

For the purposes of this Policy and endorsements, if any, the terms mentioned below shall have the meaning set forth:

**"Accident"** means a sudden, unforeseen, and unexpected physical event caused by external, visible and violent means, beyond the control of the Insured and resulting in an Injury.

**"Baggage and Personal Effects"** means luggage and personal possessions, whether belonging to and/or in the lawful custody of the Insured during the Trip.

**"Burglary"** means any theft following upon actual, forcible and violent entry of and / or exit from the premises or rented vehicle with intent to commit a felony and includes housebreaking.

**"Checked-In Baggage"** means the baggage entrusted by the Insured and accepted by a Common Carrier for transportation for which a baggage receipt is issued to the Insured by the Common Carrier. This shall exclude all the items that are carried/ transported under a contract of affreightment.

**"City of Residence of the Insured"** shall mean and include any city, town or village in which the Place of Residence of the Insured is currently located.

**"Chronic Illness"** means any Illness that is long-lasting and / or permanent Illness. Long-lasting in relation to the above shall mean any Illness lasting for more than 3 months.

**"Company"** means the ICICI Lombard General Insurance Company Limited.

**"Common Carrier"** means any commercial public airline, railway, bus transport, or water borne vessel (which shall include ocean going and / or coastal vessels and / or vessels engaged for official or personal purposes), operating under license issued by the appropriate authority for transportation of passengers and / or cargo.

**"Contents"** (i) in so far as it relates to the household, shall mean and include electronic equipments, household appliances, furniture, kitchen utensils, fixtures, fittings and interior decorations, belonging to the Insured and/or his family, ordinarily residing with him, or for which the Insured is legally responsible and which are solely used for personal purposes. The term shall exclude cash and/or currency and/or cheques, documents/ papers and all other items not coming within the purview of the categories of items more specifically listed herein.

(ii) in so far as it relates to Checked-In Baggage, shall mean and include any and all items other than Valuables contained in the Checked in Baggage.

**"Deductible"** means the amount shown against the relevant item of the benefits table under Schedule I, which the Insured shall bear in respect of each claim or series of claims arising out of one event in relation to each of the coverage granted hereunder individually and independently, excess of which only shall become a liability for consideration under the Policy.

**“Emergency”** shall mean a medical condition arising out of any Illness contracted by the Insured declared by the Medical Practitioner attending on the Insured where immediate treatment is required to save the life of the Insured.

**“Family”** shall mean and include the Insured Person’s spouse, children (including adopted and step children), brother(s), sister(s) and parent(s).

In relation to the Trip Cancellation and Interruption Cover, “Family” would mean and include the Insured’s lawful spouse and children, including step children and children legally adopted by the Insured and parents of the Insured.

**“Financial emergency”** shall mean a situation faced by the Insured of total or near total non-availability with him / her of Money needed for his / her prosecuting his / her next schedule of activities and more particularly prosecuting his / her further Trip, solely caused by an accidental loss of Money and / or travelers cheques and / or credit cards. The term shall not include cases where immediate financial support would be available to him / her from any alternative source on request. The term shall not also mean any emergency situation encountered by the Insured by causes other than total or near total loss of Money and/or loss of all travelers’ cheques and/or credit cards issued in favour of the Insured. The term shall exclude all situations where a Financial Emergency is not felt as an immediate and instantaneous development and/or consequence at the place of loss of Money and / or traveler’s cheques and / or credit card.

**“Geographical Scope of Cover”** shall mean the country(ies) or geographical boundaries in which the coverage under the Policy is valid.

**“Hijack”** means any unlawful seizure or exercise of control, by force or violence or threat of force or violence and with wrongful intent, of Common Carrier in which the Insured is traveling.

**“Hospital”** means any institution established for care and treatment of Injury or Illness and which has been registered as a hospital or a nursing home or a clinic as per law rules and/or regulations applicable for the city, town or village where the contingency shall arise. The term shall not include a place of rest, a place for the aged, a place for drug-addicts or place of alcoholics or mental asylum, a hotel, health spa or massage center or the like.

**“Hospitalization”** means a minimum 24 consecutive hours stay in a Hospital to avail of medical treatment for an Injury or Illness, undergone as per the advice of a Medical Practitioner.

**“Illness”** means sickness or disease contracted and diagnosed during the Period of Insurance for which immediate medical treatment by a Medical Practitioner is necessary. Any one Illness for the purpose of this Policy shall mean any Illness contracted, including any re-occurrence of the same Illness once again within a period of 45 days from the date of recovery.

**“Immediate Family Member”** shall mean an Insured's lawful spouse; children including stepchildren and children legally adopted by the Insured; siblings; parents; parents-in-law; legal guardian; ward; step-parents.

**“Injury”** means any physical bodily harm solely and directly caused by an Accident.

**"Inpatient Treatment"** means any medical treatment rendered to the Insured at a Hospital in connection with any Injury or Illness resulting in Hospitalization.

"Insured (s)"/ "Insured Person (s)" shall mean the person(s) whose name(s) are specifically appearing under Point 2 in Part I of the Schedule to this Policy.

**"Medical Practitioner"** means a person who holds a degree of a recognised institute and is registered or licensed by recognised Medical Council of India or of the respective States of India, or of similar Medical Council of the Country at the place of Accident (as applicable as per the Geographical Scope of Cover) and acting within the scope of the license or registration granted to him/her. The term Medical Practitioner would include physician, specialist, anaesthetist and surgeon but would exclude the Insured Person and person who is an Immediate Family Member of the Insured Person. The term "Medical Practitioner" specifically excludes persons practicing in non-allopathic fields.

**"Missed Flight"** shall mean the failure of the Insured to travel by a flight being part of the Trip as per Part I of the Schedule.

**"Money"** shall mean and include coins, currency notes, traveler's cheques and credit cards / debit cards, and shall not include any form of cheques, banker's cheques, bank pay orders or demand drafts.

Nominee – means the person(s) nominated by the Insured Person to receive the benefits under this Policy payable on the death of the Insured Person caused by an Accident. For the purpose of avoidance of doubt it is clarified that if the Insured Person is a minor, his legal guardian shall appoint the Nominee.

**"Outpatient Treatment or OPD"** means the medical treatment taken by the Insured Person in a Hospital on the written advice of a Medical Practitioner without Hospitalization, including the medical treatment availed of in an emergency room of a Hospital.

**"Period of Insurance"** with reference to the Multi Trip Policy shall mean the period from commencement of insurance cover to the end of the insurance cover or full utilization of the maximum number of travel days covered under the Policy as mentioned in Part I of the Schedule to the Policy, whichever is earlier. "Period of Insurance" with reference to the Single Trip policy shall mean the period from commencement of insurance cover to the end of the insurance cover or actual Trip Duration, whichever is less.

**"Place of Destination"** means the destination place where the journey of the Insured, forming part of the Trip, is scheduled to be concluded through a Common Carrier.

**"Place of Origin"** means the starting point / place from where the Insured's Trip is scheduled to be undertaken through a Common Carrier.

**"Place of Residence of the Insured"** means the dwellings the Insured is normally residing in currently, and declared as the residential address of the Insured in Part I of the Schedule.

**"Pre-Existing Illness"** a condition for which care, treatment, or advice was recommended by or received from a Medical Practitioner or which was first contracted or manifested

within a two year period preceding the Date of Commencement of Insurance as mentioned in Part I of the Schedule, or a condition for which Hospitalization or surgery was required within a five year period preceding the Date of Commencement of Insurance specified in Part I of the Schedule.

Complications arising from such pre-existing disease will be considered part of that Pre-Existing Illness.

**"Policy"** means the policy booklet along with the schedule, extensions and any applicable endorsement. The Policy contains details of the extent of cover available to the Insured Person, the exclusions from the cover and the terms and conditions of the Policy.

**"Policyholder"** – means the person(s) or the entity named in Part I of the Schedule to this Policy who executed the Policy Schedule and is (are) responsible for payment of premium(s) on behalf of the Insured Person or otherwise.

**"Sum Insured"** means the maximum amount of coverage in respect of the claims during the Period of Insurance in connection with each of the items of coverage, as specified in Part I of the Schedule to this Policy.

**"Third Party Administrator"** means such person or persons as may be appointed by the Company from time to time to provide assistance to the Insured in terms of this Policy.

**"Traveling Companion"** means the means the Insured Person(s) traveling as named in Part I of the Schedule traveling with the Insured during the Trip, provided that, the Insured and such individual(s) are traveling to the same destination on the same dates. For the purpose of this definition, any individual(s) forming part of a group traveling on a tour arranged by a travel agent or a tour leader is not considered as Traveling Companion, unless the individual(s) is an Immediate Family as defined herein.

**"Trip"** shall mean the journey(s) undertaken by the Insured from the City of Residence or the Place of Origin and return back to the City of Residence or the Place of Origin or the Place of Destination during the Period of Insurance. Single Trip shall mean and include a Trip undertaken by the Insured from the City of Residence or the Place of Origin on or after the date of commencement of the insurance cover and return to the City of Residence or the Place of Origin or the Place of Destination, as the case may be, on or before the expiry of the insurance cover. Multi Trip shall mean and include one or more Single Trips during the Period of Insurance.

The **Trip** shall be deemed to be completed on the Date of Expiry of Insurance as specified in Part I of the Schedule, provided further that for a Multi Trip Policy, the Multi Trip shall be deemed to be completed on the completion of the last Single Trip undertaken as part of the Multi Trip or expiry of cover whichever is earlier.

**"Trip Duration"** means the time period commencing from the date when the Insured travels out of the City of Residence or Place of Origin and ending on the date of return to the City of Residence and/or Place of Origin and includes both days.

**"Valuables"** shall mean and include photographic, audio, video, computer and any other electronic equipment, telecommunications and electrical equipment, telescopes, binoculars, antiques, watches, jewelry and gems, furs and articles made of precious stones and metals.

## SCOPE OF COVER

The Company hereby agrees, subject to the terms, exclusions and conditions herein contained or otherwise expressed herein, to pay to the Insured a sum as compensation for any loss or damage as described under different Sections hereunder but not exceeding the Sum Insured as applicable to the respective Sections as specified in Part I of the Schedule to the Policy.

The Deductible as indicated against each Section in the Part I of the Schedule shall be borne by the Insured in respect of each claim or series of claims arising out of one event.

### BENEFIT 1- HOSPITALIZATION EXPENSES FOR INJURY

The Company shall indemnify the Insured for the expenses reasonably incurred by the Insured for Hospitalization and medical treatment, taken on account of any Injury sustained by the Insured whilst on a Trip during the Period of Insurance, subject to the overall liability of the Company not exceeding the Sum Insured for the coverage as mentioned in Part I of the Schedule hereto.

Provided that the treatment for such Injury shall commence anytime during the Period of Insurance immediately after diagnosis of such Injury, and in no case beyond the expiry of 30 days from the date of return to the City of Residence or Place of Origin.

The Company shall reimburse the following Hospitalization expenses for:

1. Accommodation, board and nursing expenses;
2. Test and / or examination charges;
3. Physician's fees;
4. Cost of medicines provided by the Hospital / purchased from a registered pharmacy other than the Hospital.
5. External medical appliances as prescribed by a registered Medical Practitioner as necessary and essential as part of the treatment on actuals.
6. Rehabilitation and/or physiotherapy expenses;
7. Should the Insured decide to avail the treatment for said Injury in the City of Residence or Place of Origin , the Company shall compensate the Insured for the expenses incurred under various items of expenses mentioned herein above, and also for the cost of return journey incurred by the Insured for self as also for an accompanying attendant from the place of Injury to the City of Residence or Place of Origin by the Common Carrier through which the Trip was initially undertaken, subject however to the overall liability of the Company not exceeding the amount had the treatment been taken at the place where the Injury was suffered in the opinion of the Third Party Administrator or the Sum Insured, whichever is less.

However the Company shall not be liable for the first Rs. 500 (for Geographical scope of cover within India)/ US\$ 100 (for Geographical scope of cover outside India) or such a deductible amount as mentioned against this benefit in Part I of the Schedule to this Policy, in respect of each and every claim admissible under this benefit.

**EXCLUSIONS APPLICABLE TO BENEFIT 1 AND EXTENSIONS THEREIN -:**

The Company shall not be liable to make any payment towards expenses incurred by the Insured in connection with or in respect of:

1. Treatment for any dental illness / Injury.
2. Beauty and / or cosmetic treatment and/or reconstructive plastic surgery in any form or manner.
3. Rest or recuperation at a spa or health resort, sanatorium, convalescence home or similar institution.
4. Mental or psychiatric disorders.
5. Pregnancy, childbirth and any consequences thereto.
6. Prostheses/ prosthetics (artificial limbs) etc.
7. Test and / or examination of any kind not consistent with or incidental to the diagnosis and treatment of any illness or injury either in a Hospital or for Outpatient Treatment .
8. Self-inflicted illness or injury.
9. Any injury and/or illness sustained or contracted
  - a. Whilst the Insured is under the influence of intoxicating liquor / drugs;
  - b. Whilst the Insured is engaging in aviation / ballooning / while mounting into or dismounting from or traveling in any balloon or aircraft other than as a passenger (fare paying or other wise);
  - c. Directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether was be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
  - d. Directly or indirectly caused by or contributed by:
    - i. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
    - ii. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**CLAIMS PROCEDURE**

In the event of the Insured sustaining any injury necessitating a treatment rendered as Emergency, he / she shall provide the particulars of insurance cover as also the details of the Third Party Administrator to the Hospital and / or the Medical Practitioner while simultaneously reporting the contingency / claim to the Third Party Administrator as provided in the Claims Procedure – General.

Documents to be submitted in support of the claim:

1. Medical reports and discharge summary issued by the Hospital or prescriptions and medical report from the Medical Practitioner furnishing the name of the Insured, period of treatment and details of treatment rendered.
2. Bills / receipts for:
  - a. Charges paid towards Hospital accommodation, nursing facilities and other medical services rendered;
  - b. Fees paid to the medical practitioner, special nursing charges, etc.

- c. Charges incurred towards any and all test and / or examinations rendered in connection with the treatment.
- d. Charges incurred towards medicines or drugs purchased from a registered pharmacy other than the Hospital duly supported by the prescriptions of the Medical Practitioner attending to the Insured.

In respect of all claims payable hereunder, the Company may effect settlement either in the form of cashless treatment facility or by reimbursement of the amount of claim to the Insured, at its sole discretion.

## **BENEFIT 2 - REPATRIATION OF REMAINS**

In the unfortunate event of the death of the Insured whilst on a Trip during the Period of Insurance, the Company shall, reimburse the Nominee the costs of transporting the remains of the deceased Insured back to the City of Residence or Place of Origin or, up to an equivalent amount, for a local burial or cremation in the place where the death shall occur, provided that the Company's liability does not exceed the liability mentioned in Part I of the Schedule

## **EXCLUSIONS APPLICABLE TO BENEFIT 2- REPATRIATION OF REMAINS**

The Company shall not be liable for:

1. Payment of compensation in respect of death:
  - a. arising from intentional self Injury / suicide / attempted suicide;
  - b. whilst the Insured is under the influence of intoxicating liquor / drugs;
  - c. whilst engaging in aviation / ballooning / while mounting into or dismounting from or traveling in any balloon or aircraft other than as a passenger (fare paying or other wise);
  - d. directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
  - e. directly or indirectly caused by or contributed by:
    - i. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
    - ii. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## **CLAIMS PROCEDURE:**

In event of a contingency resulting in the death of the Insured, his / her representatives shall immediately report the same to the Third Party Administrator and submit the claims form furnishing the complete details of the death of the Insured to the Third Party Administrator.

Documents to be submitted in support of the claim:

1. Photocopy of the death certificate providing the details of the place, date and time, and the circumstances and cause of the death (photocopy of the postmortem certificate wherever required by the Third Party Administrator), issued by the appropriate authority where the contingency has arisen.
2. Proof for expenses incurred towards disposal of the mortal remains.



3. In case of transportation of the body of the deceased to the City of Residence or Place of Origin, the receipt for expenses incurred towards preparation and packing of the mortal remains of the deceased and also for the transportation of the mortal remains of the deceased to the City of Residence or Place of Origin.

### **BENEFIT 3 – MEDICAL EVACUATION**

The Company shall indemnify the Insured for the cost incurred for an ambulance or any other Emergency transportation and evacuation services, including necessary medical care en-route, reasonably incurred forming part of the treatment for any Illness contracted or Injury sustained whilst on Trip during the Period of Insurance. These transportation expenses would be limited to transporting the Insured from the place of loss to the nearest appropriate medical facility or to the Place of Origin or to the City of Residence of the Insured, whichever is nearer. Provided that the Company's liability does not exceed the liability mentioned in Part I of the Schedule hereto.

Provided that such cost are certified and authorized by the Third Party Administrator of the Company and/or the Company.

However the Company shall not be liable for the first Rs. 500 (for Geographical scope of cover within India)/ US\$ 100 (for Geographical scope of cover outside India) or such a deductible amount as mentioned against this benefit in Part I of the Schedule to this Policy, in respect of each and every claim admissible under this benefit.

#### **EXCLUSIONS APPLICABLE TO BENEFIT 3 – MEDICAL EVACUATION:**

The Company shall not be liable to make any payment towards expenses incurred by the Insured in connection with or in respect of:

1. Expenses related to a Pre-Existing Illness, unless covered specifically under Additional Covers: Extension II – Pre-existing Illness Extension of the cover – Emergency Hospitalization Expenses for Illness and if covered so, beyond what is provided for under the said Additional Cover.
2. Expenses related to orthopedic, degenerative, or oncological diseases unless covered specifically under Additional Covers: Extension II – Pre-existing Illness Extension of the cover – Emergency Hospitalization Expenses for Illness and if covered so, beyond what is provided for under the said Additional Cover.
3. Expenses related to any dental Illness / Injury.
4. Expenses related to beauty and / or cosmetic treatment and/or reconstructive plastic surgery in any form or manner.
5. Expenses related to mental or psychiatric disorders.
6. Expenses related to pregnancy, childbirth and any consequences unless covered specifically under Additional Covers: Extension II – Pre-existing Illness Extension of the Emergency Hospitalization Expenses for Illness cover and if covered so, beyond what is provided for under the said Additional Cover.
7. Expenses related to self-inflicted Illness or Injury.
8. Any Injury and/or Illness sustained or contracted
  - a. Whilst the Insured is under the influence of intoxicating liquor / drugs;
  - b. Whilst the Insured is engaging in aviation / ballooning / while mounting into or dismounting from or traveling in any balloon or aircraft other than as a passenger (fare paying or other wise);

- c. Directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether was be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- d. Directly or indirectly caused by or contributed by:
  - i. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - ii. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

#### **CLAIMS PROCEDURE:**

In event of circumstances leading to Medical Evacuation of the Insured Person, his / her representatives shall immediately report the same to the Third Party Administrator/ Company and submit the claims form furnishing the complete details alongwith the supporting documentation.

Documents to be submitted in support of the claim:

1. Medical reports and transportation details issued by the evacuation agency, prescriptions and medical report by the attending Medical Practitioner furnishing the name of the Insured and details of treatment rendered alongwith the statement confirm the necessity of evacuation.
2. Proof for expenses incurred towards the above.
3. Any other document as required by the Company/ TPA on a case to case basis.

#### **BENEFIT 4- LOSS OF CHECKED IN BAGGAGE**

The Company shall pay the Insured for the sum as mentioned against this Benefit 4 in Part I of the Schedule to the Policy for value of the Checked-In Baggage lost whilst in custody of the Common Carrier during the Trip covered hereunder. The coverage shall commence from the time the Checked-In Baggage is entrusted to the Common Carrier and a receipt obtained, and shall terminate on delivery by the Common Carrier against surrender of the receipt at the Place of Destination/ City of Residence, as the case may be provided that the cover shall in no case exist beyond the point of delivery by the Common Carrier at the arrival terminal / exit gate. The cover shall be available only if the entire Checked-In Baggage is permanently lost by the Common Carrier.

The liability of the Company in so far as it relates to a single Checked-In Baggage being part of more than one Checked-In Baggage attached to the ticket of the Insured, shall be restricted to 50% of the Sum Insured specified in the Part I of the Schedule of the Policy. The compensation will not exceed the Sum Insured for the coverage as mentioned in Part I of the Schedule hereto.

The cover shall be applicable individually and independently in case of Trip involving multi destinations en-route.

**EXCLUSIONS APPLICABLE TO BENEFIT 4 - LOSS OF CHECKED-IN BAGGAGE:**

The Company shall not be liable for any loss in connection with the following:

1. Valuables
2. Any partial loss or partial damage of Contents of the Checked-In Baggage.
3. Losses arising from any delay, detention, confiscation by customs officials or other public authorities.
4. Loss due to damage to the Checked-In Baggage.
5. Loss of the Checked-In Baggage sent in advance or souvenirs and articles mailed or shipped separately.

In event the lost Checked-In Baggage is subsequently delivered to the Insured, the Insured shall refund in full the sum paid by the Company hereunder, provided that, the Company shall separately consider the Insured's eligibility for recovery of claim under the Benefit 5 - Delay of Checked-In Baggage under the Policy.

**CLAIMS PROCEDURE:**

Claims provisions applicable to Benefit 4 – Loss of Checked-In Baggage:

In event the Insured not getting delivery of one or more Checked-In Baggage attached to the ticket for the travel being part of the Trip against surrender of the ticket, the Insured shall hold back the ticket and report to the Common Carrier of the non-delivery (or short delivery of one or more Checked-In Baggage while simultaneously reporting to the Third Party Administrator as provided in the Claims Procedure – General.

**Documents to be submitted in support of the claim**

Statement of claim furnishing the details of items contained in the Checked-In Baggage.

Property irregularity report issued by the Common Carrier.

Voucher of the Common Carrier for the compensation paid for the non-delivery / short delivery of the Checked-In Baggage.

Copies of correspondence exchanged, if any, with the Common Carrier in connection with the non-delivery / short delivery of the Checked-In Baggage.

In case of compensation from the Common Carrier having been received after payment of the claim by the Company hereunder, the Insured shall repay to the Company such amount in excess of his / her loss after taking into account the benefit amount received from the Company and that received from the Common Carrier.

In case the undelivered Checked-In Baggage is subsequently traced by the Common Carrier and offered for delivery to the Insured, the Insured shall take delivery of the Checked-In Baggage and refund the amount paid by the Company hereunder. In case of delivery of part of the Checked-In Baggage, the amount paid by the Company attributable to such Checked-In Baggage shall be refunded by the Insured to the Company.

## **BENEFIT 5 - DELAY OF CHECKED IN BAGGAGE**

The Company shall pay the Insured for the sum as specified for the coverage in the Schedule I of the Policy as a fixed allowance in case the Insured shall encounter a delay in receipt of the Checked-In Baggage beyond the period as specified in the Part I of the Schedule from the scheduled / expected time of delivery by the Common Carrier.

Provided that such allowance for the Delay of Checked-in Baggage shall be paid only in event the delay is for more than 6 Hours (for Geographical scope of cover within India)/ 12 Hours (for Geographical scope of cover outside India) or the number of hours stated against the benefit as Deductible in the Part I of the Schedule to the Policy.

For the purpose of this benefit, delay shall be considered to be the time lapsed from the actual time of arrival of the Common Carrier and the receipt of the Checked-In Baggage by the Insured.

The cover shall be applicable individually and independently in case of Trip involving multi destinations en-route, provided that, in event of more than one incident of delay of Checked-in Baggage during the Trip, the Company's overall liability shall be limited to loss suffered for two such incidents of delay of Checked-In Baggage.

### **EXCLUSIONS APPLICABLE TO BENEFIT 5 - DELAY OF CHECKED-IN BAGGAGE:**

No payment shall be made by the Company in connection with the following:

1. In case the period of delay does not exceed the time specified in Part I of the Policy.
2. Any delay for part of total Checked-In Baggage in relation to the ticket of the Insured for the Trip covered under this Policy.
3. Delay in delivery of the Checked-In Baggage arising out of and resulting from detention / confiscation by the Common Carrier / customs / government agencies / other agencies.
4. Delay attributable to damage to Checked-In Baggage warranting an examined delivery by the Common Carrier.

### **CLAIMS PROCEDURE:**

Claims provisions applicable to Benefit 5 – Delay of Checked-In Baggage

In event the entire Checked-In Baggage attached to the ticket of the Insured for the travel being part of the Trip covered hereunder, not being received as per schedule resulting in a delay of delivery, the Insured shall immediately report to the Common Carrier of the fact and also of the details of the Checked-In Baggage while simultaneously reporting to the Third Party Administrator as provided in the Claims Procedure – General.

### **Documents to be submitted in support of the claim**

1. Property irregularity report stating the scheduled time of delivery and actual time of delivery of the Checked-In Baggage issued by the Common Carrier;
2. Voucher of the Common Carrier for the compensation paid for the delay in delivery of the Checked-In Baggage;
3. Copies of correspondence exchanged, if any, with the Common Carrier in connection with the delay in delivery of the Checked-In Baggage.

## **BENEFIT 6 - PERSONAL ACCIDENT**

The Company shall compensate the Insured as per table of benefits hereunder in case the Insured shall meet with death or incur total or partial permanent disability arising out of and consequent upon an Injury encountered at any time during the Period of Insurance.

The Company's maximum liability in respect of any one Accident or all Accidents resulting in death of or Injury to the Insured during the Period of Insurance shall not exceed the Sum Insured specified in the Part I of the Schedule of the policy.

### **EXCLUSIONS APPLICABLE TO BENEFIT 6 - PERSONAL ACCIDENT**

The Company shall not be liable for:

1. Compensation for death or Injury under more than one of the categories of Benefits as specified below in respect of any one Accident / series of Accidents arising out of one event.
2. Amounts related to medical expenses;
3. Payment of compensation in respect of death or disability:
  - a. arising from intentional self Injury / suicide / attempted suicide;
  - b. whilst the Insured is under the influence of intoxicating liquor / drugs;
  - c. whilst engaging in aviation / ballooning / while mounting into or dismounting from or traveling in any balloon or aircraft other than as a passenger (fare paying or other wise);
  - d. directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
  - e. directly or indirectly caused by or contributed by:
    - i. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
    - ii. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### **BASIS OF ASSESSMENT OF CLAIM**

The benefit payable to or on behalf of the Insured will be as per the following categories:

Categories of benefits

#### **1. Death:**

The Sum Insured as stated in Part I of the Schedule if the death of the Insured shall result within a period of twelve months from the date of the Injury, and if such Injury shall be the sole and direct cause of the death of the Insured.

#### **2. Permanent Total Disablement (PTD):**

If such Injury shall, within twelve months of its occurrence, be the sole and direct cause of the total and irrecoverable loss of:

Sight of both eyes, or actual loss by physical separation of two entire hands or two entire feet, or one entire hand and one entire foot, or loss of sight of one eye and

loss of one entire hand or one entire foot, then the Sum Insured stated in the Part I of the Schedule hereto shall be payable;

Loss of use of two hands or two feet, or of one hand and one foot, or of loss of sight of one eye and loss of use of one hand or one foot, then the Sum Insured stated in Part I of the Schedule hereto shall be payable;

Note:

- (i) Physical separation of a hand or foot means separation of hand at or above the wrist, and of foot at or above the ankle.
- (ii) Loss of Use - means the total paralysis of one or more limb, or loss of hearing or loss of vision which is certified in writing by a Medical Practitioner to be permanent, complete and irreversible.
- (iii) If an Injury shall, as a direct consequence thereof, immediately, permanently, totally and absolutely, disable the Insured from engaging in and being occupied with or giving attention to any employment or occupation of any description whatsoever, then a lump sum equal to hundred percent (100%) of the Sum Insured stated in Part I of the Schedule hereto shall be payable.

### 3. Permanent Partial Disablement (PPD):

If an Injury shall, within twelve calendar months of its occurrence, be the sole and direct cause of the total and/or partial irrecoverable loss of use or the actual loss by physical separation of the body parts as per the following table, then the percentage as specified hereunder of the Sum Insured as stated in Part I of the Schedule shall be payable:

<b>Percentage of Capital</b>	<b>Sum Insured</b>
<b>Loss of Use/ Physical Separation:</b>	
One entire hand	50
One entire foot	50
Loss of one eye/ vision of one eye	50
Loss of toes – all	20
Great both phalanges	5
Great – one phalanx	2
Other than great if more than one toe lost each	1
Loss of hearing – both ears	75
Loss of hearing one ear	30
Loss of four fingers and thumb of one hand	40
Loss of four fingers	35
Loss of thumb	25
- both phalanges	10
- one phalanx	10
Loss of Index finger	8
- three phalanges	4
- two phalanges	6
- one phalanx	4
Loss of middle finger	2
- three phalanges	5
- two phalanges	4
- one phalanx	2
Loss of ring finger	2
- three phalanges	4
- two phalanges	2
- one phalanx	4
Loss of little finger	4
- three phalanges	

	- two phalanges	3
	- one phalanx	2
Loss of metacarpus	- first or second (additional)	3
	- third, fourth or fifth (additional)	2

Any other permanent partial disablement - This shall be based upon opinion and assessment of the Medical Practitioner as to the extent of disability.

### **SPECIAL CONDITIONS APPLICABLE TO BENEFIT 6 - PERSONAL ACCIDENT**

1. Upon happening of any event, which is likely to give rise to a claim under this Benefit 6, the Insured or his/her representative shall give written notice with full particulars immediately to the Company or the Third Party Administrator.
2. The Insured or his/her representative shall arrange for immediate treatment of the Insured in a Hospital and produce all such records of treatment to the Company in support of the claim.
3. Any claim for death of the Insured shall be duly supported by a death certificate issued by the Hospital in the city of Accident or City of Residence or Place of Origin , as the case may be. Post mortem certificate if required by the Company shall also be submitted.
4. The claim for permanent total or partial disability shall be duly supported by the disability certificate issued by the Hospital / Medical Practitioner specifying the nature of disability and the percentage of disablement.
5. In case of death, written notice must be given before internment or cremation within one calendar month after the death, unless reasonable cause for delay is shown. In event of loss of sight or amputation of limbs or any part thereof, written notice must be given within one calendar month after such loss of sight or amputation.
6. No claim for death or disability under this Policy shall be considered unless death or disability results within 12 months from the date of the Accident that led to the death or disability. To this extent the certificate obtained from the Medical Practitioner shall clearly relate the death / disability to the Accident in question.

### **CLAIMS PROCEDURE:**

Claims provisions applicable to Benefit 6 – Personal Accident

In event of the Insured meeting with death or disability arising out of an Injury caused in an Accident taking place any time during the Period of Insurance, immediate written notice thereof shall be sent to the Third Party Administrator by or on behalf of the Insured furnishing details of the Accident. If the Accident shall take place in a public place or premises, report shall be made to the authorities having jurisdiction over the place of Accident, and also to the police having jurisdiction over the place of Accident.

#### **Documents to be submitted in support of the claim:**

- i. Medical reports giving the details of the Accident, nature of Injury and the extent of disability.
- ii. In case of death of the Insured, death certificate issued by the Medical Practitioner who attended on the Insured.
- iii. Postmortem certificate to be produced if required by the Third Party Administrator. Police report in original in case the Accident shall have taken place in a public place or premises.

- iv. Medical Practitioner's certificate in case of Injury (in case of Permanent Partial Disablement/ Permanent Total Disablement) stating the reasons and the extent of the Injury.

### **BENEFIT 7 - TRIP CANCELLATION AND INTERRUPTION**

The Company shall indemnify the Insured for the financial loss incurred by the Insured arising out of cancellation of the Trip (whether wholly or in part) solely attributable to and / or arising out of:

- Earthquake;
- Storm, flood, inundation, cyclone, tempest, fog (optional cover)<sup>1</sup>
- Terrorism;

provided that, the named perils hereinabove shall take place at or in the vicinity of the City of Residence or Place of Origin or Place of Destination or any intermediate place which is involved in or related to the Insured's Trip; and Personal contingencies like death or imminent death, or emergency Hospitalization treatment necessitated to the Insured or Insured's Immediate Family due to an unforeseen illness or Injury.

Subject to the maximum liability of the Company as stated in Part I of Schedule, the Company shall pay to the Insured:

1. Official cancellation charges;
2. Actual additional transportation expenses incurred to return to the City of Residence or Place of Origin , provided that, the additional expenses are for alternative travel arrangement of the same class and / or type and by the most direct route;

The Company's liability under this Benefit shall be limited to the difference between the actual charges incurred for the return journey from the place of cancellation to the City of Residence or Place of Origin of the Insured and the amounts obtained towards refund towards the unfulfilled / unfinished portion of the Trip.

However the Company shall not be liable for the first Rs. 500 (for Geographical scope of cover within India)/ US\$ 100 (for Geographical scope of cover outside India) in respect of each and every claim admissible under this benefit.

### **EXCLUSIONS APPLICABLE TO BENEFIT 7 – TRIP CANCELLATION AND INTERRUPTION**

The Company shall not be liable for any loss caused by and/or attributable to the following:

1. Directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether was be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
2. Directly or indirectly caused by or contributed by:
  - a. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
3. Cancellation of the Trip either wholly or in part done at the instance of the Common Carrier or by the travel agent;

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<sup>1</sup> Covered on payment of additional premium



4. Cancellations of the Trip either wholly or in part done at the instance of the authority governing the Common Carrier or the government;
5. Any circumstances other than those that are directly attributable to the perils as stated above.

#### **CLAIMS PROCEDURE:**

Claims provisions applicable to Benefit 7 – Trip Cancellation & Interruption

In event of any of the contingencies covered hereunder occurring either at the City of Residence or Place of Origin or at any intermediate place any time after the commencement of the Trip and before termination of the same, resulting in the interruption of the scheduled travel being part of the Trip necessitating cancellation of the Trip, immediate notice thereof shall be given by the Insured to the Third Party Administrator of Company.

#### **Documents to be submitted in support of the claim:**

1. In case of cancellation of the Trip either in the City of Residence or Place of Origin or any other intermediate place forming part of the Trip by the Common Carrier solely resulting from contingencies namely earthquake, storm, flood, inundation, cyclone, tempest & terrorism, fog (if specifically covered) duly completed claims form to be accompanied by:
  - a. Confirmation of cancellation of the Trip from the Common Carrier detailing the circumstances of cancellation;
  - b. Original used ticket issued by the Common Carrier indicating the cost the ticket and receipt for the refund of the fare of the Common Carrier towards the cancelled portion of the Trip, the cancellation charges retained;
  - c. Original bill and a receipt / letter obtained from the hotel and / or guest house and / or any other paid residential accommodation (available for fee) indicating the amount paid for the accommodation, the refund given and the cancellation charges retained, wherever such accommodation has been arranged at the place of cancellation of the Trip;
  - d. Used ticket issued by the Common Carrier in original for return journey from the place of cancellation to the City of Residence or Place of Origin of the Insured which indicate the cost of the tickets together with the receipts for the refunds obtained towards the unfulfilled portion of the Trip.
2. In case the cancellation of the Trip shall result because of personal contingencies covered hereunder or a decision taken at the instance of the Insured arising out of the contingencies namely earthquake, storm, flood, inundation, cyclone, tempest & terrorism, fog (if specifically covered) the duly completed claims form to be accompanied by:
  - a. A declaration from the Insured furnishing the circumstances that compelled him / her to cancel the Trip;
  - b. Medical evidence as may be required by the Third Party Administrator in case of the cancellation of the Trip arising out of personal contingencies of the Insured or his / her Immediate Family;
  - c. Receipt for the refund of the fare of the Common Carrier towards the cancelled portion of the Trip indicating the cancellation charges retained;
  - d. Receipt / letter obtained from the hotel and / or guest house and / or any other residential accommodation (available for a fee) indicating the

- cancellation charges retained, wherever such accommodation has been arranged at the place of cancellation of the Trip;
- e. Used ticket issued by the Common Carrier or boarding pass, as the case may be, in original for return journey from the place of cancellation to the City of Residence or Place of Origin of the Insured together with the receipts for the refunds obtained towards the unfulfilled portion of the Trip.
3. In case the cancellation charges either for the Trip or part of it or in relation to the accommodation in a hotel / guest house / other residential accommodation is waived to the advantage of the Insured subsequent to any settlement of claim under this Benefit, the Insured shall forthwith return the sum paid by the Company to the extent of such waiver.

### **BENEFIT 8 - TRIP DELAY**

The Company shall reimburse the Insured for the expenses incurred subject to the sum as specified in Part I of the Schedule if the departure of the Insured shall be delayed, at any place forming part of the Trip, solely arising out of and consequent upon any of the contingencies specified hereunder:

1. Earthquake
2. Floods, rains, storm, cyclone, tempest, fog (optional cover)<sup>2</sup>
3. Terrorism
 

provided that, the named perils hereinabove shall take place at and in the vicinity of the City of Residence or Place of Origin or Place of Destination or any intermediate place which is involved in or related to the Insured's Trip; and
4. Cancellation or rescheduling of flights done at the instance of the Common Carrier that causes delay;

For the purpose of this Policy, reasonable expenses shall mean any expenses for meals and lodging which were necessarily incurred by the Insured as the result of delay arising out of and consequent upon the above mentioned contingencies and which were not provided by the Common Carrier or any other party free of charge.

Compensation shall be payable under this Benefit 8 provided that the Trip is delayed for more than 6 hours (for Geographical scope of cover within India)/ 8 Hours (for Geographical scope of cover outside India) or for the period as mentioned against the Benefit in Part I of the Schedule to the Policy.

### **EXCLUSIONS APPLICABLE TO BENEFIT 8 – TRIP DELAY**

No claim shall be payable by the Company in case of delay:

1. Arising out of contingencies other than those specifically named herein above;
2. Directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether was be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
3. Directly or indirectly caused by or contributed by:
  - a. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

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<sup>2</sup> Covered on payment of additional premium

**TERMS AND CONDITIONS APPLICABLE TO BENEFIT 8 – TRIP DELAY**

1. On the happening of the contingency covered under this Benefit 8, resulting in the Insured's decision to delay the departure, immediate notice thereof shall be given to the Company.
2. The Insured shall look for immediate alternative arrangements for prosecuting the journey as scheduled so as to minimize the delay arising out of the contingency.

**CLAIMS PROCEDURE:****Claims provisions applicable to Benefit 8 – Trip Delay**

In the event of any of the contingencies covered hereunder occurring at any place forming part of the Trip, at any time after the commencement of the Trip and before termination of the same, resulting in the delay of the scheduled travel being part of the Trip, immediate notice thereof shall be given by the Insured to the Third Party Administrator of Company.

**Documents to be submitted in support of the claim:**

In case of delay of the Trip, at any place forming part of the Trip, by the Common Carrier solely resulting from contingencies namely earthquake, storm, flood, inundation, cyclone, tempest & terrorism, fog (if specifically covered) duly completed claims form to be accompanied by, confirmation of delay of the Trip from the Common Carrier detailing the circumstances of delay.

**BENEFIT 9 - MISSED (FLIGHT) CONNECTIONS**

The Company shall pay an amount as mentioned in Part I of the Schedule per day or part thereof in case of failure of the Insured to access the connecting flight/ connecting journey by the Common Carrier as per schedule any time during the Trip, arising out of and consequent upon the delayed arrival of the earlier flight/ Common Carrier caused by reasons beyond the control of the Insured, provided that, no claim shall be payable hereunder in case such delay is foreseen by the Insured or that the Insured could have reasonably become aware of such delay in advance.

The Company shall also pay the official cancellation charges, if any, incurred by the Insured resulting from cancellation by the Insured of the ticket in relation to the Missed Flight as also reimburse the additional cost of transportation to prosecute the journey originally scheduled to have been covered by the Missed Flight, provided that, such additional cost shall be in relation to the scheduled destination and not to any different destination and provided that the additional cost shall be for tickets of the same class and / or type as of the Missed Flight.

Provided also that the Company shall be liable under this Benefit only in event of Missed Flight/ connecting journey by the Common Carrier caused solely by the delay of the flight/ delay of Common Carrier in which the Insured is traveling immediately prior to the Missed Flight.

The Company's overall liability for claims of all occurrences of Missed Flight/ connecting journey by the Common Carrier during the Period of Insurance shall not exceed the Sum Insured specified in the Part I of the Schedule.

However the Company shall not be liable for the first Rs. 500 (for Geographical scope of cover within India)/ US\$ 100 (for Geographical scope of cover outside India) in respect of each and every claim admissible under this benefit.

### **EXCLUSIONS APPLICABLE TO BENEFIT 9 – MISSED (FLIGHT) CONNECTION**

No claim shall be payable by the Company:

1. If the time gap between the scheduled arrival of the previous flight and the scheduled departure of the next flight (Missed Flight) shall be less than 3 hours.
2. Towards expenses incurred for any temporary stay in the port of delay not exceeding 3 hours from the time of delayed arrival of the earlier flight to the departure of the rescheduled flight, provided that, this exclusion shall not apply in respect of the Company reimbursing the cancellation charges of the Missed Flight and the additional cost of transportation in relation to the rescheduled flight.
3. If the missing of the flight is the result of:
  - a. Any deviation from the originally scheduled route done at the instance of the Insured for reasons whatsoever;
  - b. Any advance intimation given to the Insured of a possible delay of the flight that might lead to missing of connecting flights.
  - c. Any circumstances other than those directly attributable to the delay of the earlier flight beyond the control of the Insured.

### **TERMS AND CONDITIONS APPLICABLE TO BENEFIT 9 – MISSED (FLIGHT) CONNECTION**

1. The Insured shall endeavor to take all timely steps to ensure avoidance of missing a flight even in case of delays of the arrival of the earlier flight.
2. In case of missing flight, when Insured shall look for alternative flights for prosecuting the scheduled journey, he / she shall ensure minimum additional cost and earliest departure in selecting the alternative flight. While submitting the claim the Insured shall also furnish the Company of the efforts taken by him in choosing the alternative.
3. In order to minimize the claim under this Policy, the Insured shall also take all efforts to see that the cancellation charges are either waived or reduced to the minimum level by the Common Carrier and / or the authorities of the hotel / guest house / any other residential accommodation.
4. While preferring the claim, the Insured shall declare that he / she has not been compensated by the Common Carrier or any other agency concerned in connection with delay of the flight that led to the situation of missing flight.

### **CLAIMS PROCEDURE:**

Claims provisions applicable to Benefit 9– Missed (Flight) Connections

In the event of any flight wherein the Insured shall travel in connection with part of his/her Trip shall arrive at the intended destination with a delay because of circumstances beyond the control of the Insured, resulting in the Insured missing the ongoing journey to the next Place of Destination being part of the Trip, he / she shall report to the Third Party Administrator such delay furnishing the details of the flights, the

scheduled arrival to the place of delay, actual time of arrival and consequently the period of delay.

**Documents to be submitted in support of the claim:**

1. The confirmation from the Common Carrier of the delayed flight as to the expected time of arrival and the actual time of arrival at the port of delay together with the reasons for delay.
2. Unused ticket for the Missed Flight with an endorsement of the Common Carrier of cancellation of the same.
3. Certificate from the Common Carrier of the Missed Flight that the fare for the part of the Trip covered by the Missed Flight is forfeited in full or in part together with the amount of forfeiture.
4. Original used ticket obtained afresh towards the alternative flight for the part of the Trip covered by the Missed Flight indicating the amount paid as fare.

In the event of the forfeited amount by the Common Carrier for the Missed Flight being refunded / returned to the Insured, subsequent to any payment under this section, the Insured shall return the amount so refunded in full.

### **BENEFIT 10 - COMPASSIONATE VISIT**

In event of the Insured being Hospitalized consequent upon any Injury sustained and / or Illness contracted at any place being part of the Trip covered hereunder , other than the City of Residence or Place of Origin and such Hospitalization shall in the opinion of the Medical Practitioner attending on the Insured extend beyond a period of 5 days or such period specified in the Part I of the Schedule, the Company shall pay the sum as specified in the Part I of the Schedule per day or part thereof for special assistance rendered to the Insured during the period of Hospitalization by an Immediate Family Member.

Provided that:

1. The Hospitalization has been advised by the Medical Practitioner attending on the Insured; and
2. The need of such assistance is essential in the opinion of the Medical Practitioner attending on the Insured and recommended by him / her accordingly.

The Company shall also reimburse the cost of travel ticket incurred by the person rendering such special assistance from and to the place of origin of such person or the place of residence of the person.

Provided that the daily allowance shall not be payable by the Company for the period spent by the person rendering the special assistance for travel to and from the Hospital.

The Company's liability under this Benefit 10, however, shall in respect of any one event or all events of Hospitalization during the Period of Insurance shall not in total exceed the Sum Insured as specified in the Part I of the Schedule.

**Exclusions Applicable to Benefit 10 – Compassionate Visit:**

The Company shall not be liable if the Insured is hospitalized for any of the following,

1. Any treatment of a Pre-Existing Illness
2. Treatment of orthopedic, degenerative, or oncological diseases
3. Treatment for any dental Illness / Injury.
4. Beauty and / or cosmetic treatment and/or reconstructive plastic surgery in any form or manner.
5. Rest or recuperation at a spa or health resort, sanatorium, convalescence home or similar institution.
6. Mental or psychiatric disorders.
7. Pregnancy, childbirth and any consequences
8. Prostheses/ prosthetics (artificial limbs) etc.
9. Self-inflicted Illness or Injury
10. Any Injury and/or Illness sustained or contracted leading to Hospitalization
  - a. Whilst the Insured is under the influence of intoxicating liquor / drugs;
  - b. Whilst the Insured is engaging in aviation / ballooning / while mounting into or dismounting from or traveling in any balloon or aircraft other than as a passenger (fare paying or other wise);
  - c. Directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether was be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
  - d. Directly or indirectly caused by or contributed by:
    - i. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
    - ii. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**TERMS & CONDITIONS APPLICABLE TO BENEFIT 10 – COMPASSIONATE VISIT:**

The Insured shall as far as possible seek for such special assistance from any one of his / her relatives, either at the place of Hospitalization or any other nearest place.

It is a condition precedent to the Company's liability hereunder that the need for such a special assistance and consequent visit of any one of the Family or relative from a particular place is also approved by the Third Party Administrator before any one of the Family or near relatives undertakes the Trip.

**CLAIMS PROCEDURE:**

Claims provisions applicable to Benefit 10 – Compassionate Visit

In event of the Insured sustaining an Injury and / or contracting an Illness requiring Hospitalization in the opinion of the Medical Practitioner and further in the opinion of such Medical Practitioner continuous presence in the form of special assistance is required to be rendered to the Insured during the period of Hospitalization by any of the members of the Family or near relative, immediate notice shall be given and approval obtained from the Third Party Administrator by the Insured before requisitioning such special assistance.

The Insured shall endeavor wherever possible to requisition such a special assistance from any member of the Family or near relative from places nearer to the place of Hospitalization. In any case, the Company's liability shall be limited to economy class travel by a Common Carrier applicable from and to the City of Residence and/or the Place of Origin of the Insured to the place of Hospitalization.

**Documents to be submitted in support of the claim:**

Duly completed claims form to be supported by:

1. A certificate from the Medical Practitioner recommending the presence in the form of special assistance to be rendered by a member of the Family or near relative during the entire period of Hospitalization. Certificate to also specify the minimum period of Hospitalization.
2. Discharge summary of the Hospital furnishing details – date of admission, date of discharge, and the presence of the member of the Family or near relative on all days of Hospitalization.
3. Original ticket used for the travel to and fro by the member of the Family or near relative.

**GENERAL EXCLUSIONS (APPLICABLE TO ALL BENEFITS UNDER THE POLICY):**

The Company shall not liable for any loss or damages:

1. In relation to the events occurring prior to the Date of Commencement of Insurance or after the Date of Expiry of Insurance as mentioned in Part I of the Schedule to this Policy.
2. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under the Policy or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured, all benefits under this Policy shall be forfeited.
3. If the Insured:
  - a. Is traveling against the advice of a Medical Practitioner;
  - b. Is receiving, or is on a waiting list to receive, specified medical treatment declared in a Medical Practitioner's report or certificate;
  - c. Has received terminal prognosis for a medical condition;
  - d. Is taking part in a naval, military or air force operation;
4. In relation to events arising:
  - out of any intentional self-Injury, suicide or attempted suicide, intoxication by liquor or drugs.
  - due to involvement or participation of the Insured directly or indirectly in murder, or criminal assault or the like or any breach of law.
  - out of mental disorder, anxiety, stress, depression, venereal disease or any loss directly or indirectly attributable to HIV (Human Immuno Deficiency Virus) and/or any HIV related Illness including AIDS (Acquired Immuno Deficiency Syndrome) and/or any mutant derivative or variations thereof howsoever caused.

5. Illness and Injury that are results of war and warlike occurrence or invasion, acts of foreign enemies, hostilities, civil war, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, active participation in riots, confiscation or nationalisation or requisition of or destruction of or damage to property by or under the order of any government or local authority;
6. In relation to events arising from damage to any property or any loss or expense whatsoever resulting or arising from or any consequential loss directly or indirectly caused by or contributed to or arising from:
  - a. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or
  - b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
7. Pertaining to involvement or participation in activities that are against local laws, rules and/ or regulations specified by any government agency.
8. In so far as it relates to the benefits numbers 1 (Hospitalization Expenses for Injury), 2 (Repatriation of Remains), 3 (Medical Evacuation), 6 (Personal Accident), 7 (Trip Cancellation & Interruption), 8 (Trip Delay), 10 (Compassionate Visit), any claim arising out of sporting activities in so far as they involve the training or participation in competitions of professional or semi-professional sports persons, unless declared beforehand and agreed by the Company subject to additional premium being paid and incorporated accordingly in the Policy.



**GENERAL CONDITIONS (APPLICABLE TO ALL BENEFITS UNDER THIS POLICY)**

1. The insurance under the Policy shall not attach to any Trip that shall have commenced prior to the Date of Commencement of Insurance as specified in Part I of the Schedule under the Policy.
2. Cancellation of the Policy - At the request of the Policyholder, the Policy will be cancelled any time prior to the Date of Expiry of Insurance as specified in Part I of the Schedule to the Policy subject to the following conditions:
  - a. In the event of cancellation of the Policy, the Company shall refund the premium for the unexpired portion of the cover as per the Company's short period scales mentioned in Part III of the Policy document.
  - b. No cancellation of the cover pertaining to an Insured will be allowed in case the Insured has reported a claim under any of the sections of this Policy prior to the date of notice of cancellation and that stands admitted by the Insurer for any amount whatsoever.
3. Deductible shown against the respective items of cover in the schedule of the Policy shall be applied separately for each and every claim preferred under the respective sections.
4. The Insured shall, at all times, act as if uninsured and shall take all steps as are necessary to avoid occurrence of any contingency covered hereunder and to avert and / or minimize a loss otherwise payable under the Policy.

**CLAIM PROCEDURE – GENERAL: APPLICABLE TO ALL BENEFITS UNDER THIS POLICY**

1. On facing a contingency which shall result in a claim under any of the Sections under this Policy, immediate notice thereof shall be given by the Insured to the Third Party Administrator appointed by the Company, the details of which are furnished hereunder and after furnishing to them the identity as required by them shall get the claim registered. Failure to send such immediate notice may prejudice the Insured's claim under the Policy.

In India – 1800 2 666 (Toll Free and Accessible in India only)

E-mail – [customersupport@icicilombard.com](mailto:customersupport@icicilombard.com)

2. Documents of claim appropriate for each contingency and the consequent loss as listed in the respective sections of this Policy shall be forwarded to the Third Party Administrator as soon as the Insured returns to the City of Residence or the Place of Origin of the Insured (unless otherwise required by the Company or the Third Party Administrator) and in no case beyond a period of 30 days from the date of such return. In case the Trip is terminated anytime before the completion of the Trip covered hereunder, the Insured shall submit all the documents as soon as such termination shall take place, and in no case beyond a period of 30 days beyond the date of such termination. Each and every claim preferred under the policy irrespective of the sections of cover which they relate to shall be accompanied by original used ticket issued by the Common Carrier or the boarding pass in original indicating the travel dates, in relation to all the travels being part of the Trip. Submission of documents shall be a condition precedent to admission of liability under the Policy.

3. While simultaneously lodging a claim under the relevant section under this Policy the Insured shall also take all steps to recover the loss from whosoever has been responsible for such loss caused to the Insured. The Insured shall then pursue his / her claim with the Company for the amount in excess of what has been recovered thereon. If the claim shall in advance of any such recovery have been settled under this Policy, the Insured shall undertake to repay to the credit of the Company the surplus of any amount that he / she recovered jointly under Policy as also from other sources. The appropriate documents in connection with such steps taken by the Insured vis-à-vis the agencies responsible for the loss as more explicitly described under the respective sections shall be submitted to the Company as and when available.
4. If at anytime during the Period of Insurance, or anytime thereafter the Insured shall commit any fraud or resort to fraudulent means to recover any claim under this Policy, Insured's right for all benefits under this Policy shall be forfeited.
5. It is a condition under this Policy that the Insured shall declare in detail the schedule of his / her travels to one or more destinations until he / she returns to the City of Residence or the Place of Origin in completion of his/ her Trip hereunder. Failure of his / her part to declare so shall prejudice his / her right of claim under different sections of the Policy.
6. **Claim Documentation:**

Any other document(s) that the Company requires from the Insured to process the claim and prove the authenticity of the loss may be asked for. If these additional documents are not submitted, then the Company will be relieved of its liability to pay the claim. If the Third Party Administrator or the Company request that bills/vouchers in a local language/ vernacular be accompanied by an appropriate translation then the costs of such translation must be borne by the Insured.
7. **Obligations of the Insured:**

Claims for insurance benefits must be submitted to the Third Party Administrator not later than one (1) month after the completion of the treatment or transportation to the City of Residence, or in the event of death, after transportation of the mortal remains/ burial.

The Insured shall provide the Third Party Administrator on demand any information that is required to determine the occurrence of the insurable event or the Company's liability to pay the benefits. In particular, upon request, proof shall be furnished of the actual commencement date of the Trip abroad.

If requested to do so by the Third Party Administrator, the Insured shall be obliged to undergo a medical examination by a Medical Practitioner designated by the Third Party Administrator.

The Third Party Administrator is authorized by the Insured to take all measures that are suitable for loss prevention and claim minimization, which includes the Insured's transportation back to the City of Residence or the Place of Origin of the Insured.

The Company shall be released from any obligation to pay insurance benefits if any of the aforementioned obligations are breached by the Insured.

**8. Transfer and Set-off of Claims:**

If the Insured has any outstanding claims against third parties, such claims shall be transferred in writing to the Company up to the amount for which the reimbursement of costs is made by the Company in accordance with the terms hereunder.

In so far as an Insured receives compensation for costs he/she has incurred either from third parties liable for damages or as a result of other legal circumstances, the Company shall be entitled to set off this compensation against the insurance benefits payable, if any.

Claims to the insurance benefits may be neither pledged nor transferred by the Insured.

**9. No sum payable under this Policy shall carry any interest / penalty.****PART III OF SCHEDULE****STANDARD TERMS AND CONDITIONS:****1. Incontestability and Duty of Disclosure:**

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this Policy.

**2. Reasonable Care**

The Insured shall take all reasonable steps to safeguard the interests of the Insured against loss or damage that may give rise to a claim.

**3. Observance of terms and conditions**

The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this Policy.

**4. Material change**

The Insured shall immediately notify the Company by fax and in writing of any material change in the risk, and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items or trade or business practices thereby containing the circumstances that may give rise to the claim, and the Company may adjust the scope of cover and / or premium if necessary, accordingly.

**5. Records to be maintained**

The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of the Policy furnish such information as the Company may require.

**6. No constructive Notice**

Any knowledge or information of any circumstances or condition in connection with the Insured in possession of any official of the Company shall not be the notice to or

be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

7. Notice of charge etc.

The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy, but the payment by the Company to the Insured or his legal representative of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company.

8. Special Provisions

Any special provisions subject to which this Policy has been entered into and endorsed in the Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.

9. Overriding effect of Part II of the Schedule

The terms and conditions contained herein and in Part II of the Schedule shall be deemed to form part of the Policy and shall be read as if they are specifically incorporated herein; however in case of any inconsistency of any term and condition with the scope of cover contained in Part II of the Schedule, then the term(s) and condition(s) contained herein shall be read mutatis mutandis with the scope of cover/terms and conditions contained in Part II of the Schedule and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

10. Duties of the Insured on occurrence of loss

On the occurrence of any loss, within the scope of cover under the Policy the Insured shall:

- a. Forthwith file/submit a Claim Form in accordance with 'Claim Procedure' Clause as provided in Part II of the Schedule.
- b. Allow the surveyor or any agent of the Company to inspect the lost/damaged properties premises /goods or any other material items, as per 'the Right to Inspect' Clause as provided in this Part.
- c. Assist and not hinder or prevent the Company or any of its agents in pursuance of their duties under 'Rights of the Company On Happening Of Loss Or Damage' Clause as provided in this Part.
- d. Not abandon the Insured property/item premises, nor take any steps to rectify/ remedy the damage before the same has been approved by the Company or any of its agents or the Surveyor.

If the Insured does not comply with the provisions of this Clause or other obligations cast upon the Insured under this Policy, in terms of the other clauses referred to herein or in terms of the other clauses in any of the Policy documents, all benefits under the Policy shall be forfeited, at the option of the Company.

11. Rights of the Company on happening of loss or damage

On the happening of loss or damage, or circumstances that have given rise to a claim under this Policy, the Company may:

- a. Enter and/or take possession of the insured property, where the loss or damage has happened
- b. Take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage
- c. Keep possession of any such property and examine, sort, arrange, remove or other wise deal with the same; and,

- d. Sell any such property or dispose of the same for account of whom it may concern. The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the Policy, or if any claim is made, until such claim is finally determined or withdrawn. The Company shall not by any act done in the exercise or purported exercise of its powers hereunder incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this Policy in answer to any claim.

If the Insured or any person on his behalf shall not comply with the requirement of the Company, or shall hinder or obstruct the Company in the exercise of the powers hereunder, all benefits under the Policy shall be forfeited at the option of the Company.

#### 12. Right to inspect

If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed in that behalf shall in case of any loss or any circumstances that have given rise to the claim to the Insured be permitted at all reasonable times to examine into the circumstances of such loss. The Insured shall on being required so to do by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain in the correctness thereof or the liability of the Company under the Policy.

#### 13. Position after a claim

The Insured shall not be entitled to abandon any insured item/property whether the Company has taken possession of the same or not. As from the day of receipt of the claim amount by the Insured as determined by the Company to be fit and proper, the Sum Insured for the remainder of the Period of Insurance shall stand reduced by the amount of the compensation.

#### 14. Indemnity

The Company may at its option, if applicable reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing. The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. In no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage and in any event not more than the Sum Insured thereon.

If in any case the Company shall be unable to reinstate or repair the Insured property/item hereby Insured, because of any law or other regulations in force affecting Insured property or otherwise, the Company shall, in every such case, only be liable to pay such Sum as would be requisite under the Policy.

#### 15. Subrogation

In the event of payment under this Policy, the Company shall be subrogated to all the Insured's rights or recovery thereof against any person or organisation, and the Insured shall execute and deliver instruments and papers necessary to secure such rights.

The Insured and any claimant under this Policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

#### 16. Condition of Average

If the insured property be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one in the Policy, shall be separately subject to this condition.

#### 17. Contribution

If at the time of the happening of any loss or damage covered by this Policy, there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

#### 18. Fraudulent claims

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his/her behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

#### 19. Cancellation/termination

The Company may at any time, cancel this Policy, by giving 15 days notice in writing by Registered post Acknowledgment Due post to the Policyholder at his last known address in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

The Policyholder may also give 15 days notice in writing, to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of notice cancel the Policy and refund the premium for the period this Policy has been in force as per the refund grid applicable.

PERIOD ON RISK	RATE OF PREMIUM REFUNDED
Up to 1 month	75% of premium
Up to 3 months	50% of premium
Up to 6 months	25% of premium
Exceeding six months	Nil

#### 20. Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the exclusive jurisdiction of the High Court of Mumbai and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

#### 21. Arbitration clause

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute/difference, or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration, as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

#### 22. Renewal notice

The Company shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the Company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorised official of the Company.

#### 23. Notices

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to

In case of the Insured, at the address specified in Part I of the Schedule.

In case of the Company:

ICICI Lombard General Insurance Company Limited,  
ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple,  
Prabhadevi, Mumbai 400 025.

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

#### 24. Customer Service

If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.

## 25. Grievances

In case the Insured is aggrieved in any way, the Insured may contact the Company at the specified address, during normal business hours.

If the situation so arises that, no reply is received from the Company within one month or the insured is not satisfied with the reply of the company, insured may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of his/ her grievance.

The details of Insurance Ombudsman are available at IRDA website:

[www.irdaindia.org](http://www.irdaindia.org), from the website of General Insurance Council:

[www.generalinsurancecouncil.org.in](http://www.generalinsurancecouncil.org.in) or from the office of the Company.